

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
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Website: <https://southlandssmd1.colorado.gov/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2023/May 2023
Joyce Rocha	Secretary	2025/May 2025
April Elliott	Treasurer	2025/May 2025
VACANT		2025/May 2023
VACANT		2023/May 2023

DATE: February 14, 2023
TIME: 9:30 a.m.
PLACE: Southlands Shopping Center
Management Office
6155 South Main Street, Suite 260
Aurora, Colorado 80016

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

C. Review and approve Minutes of the November 15, 2022 Regular Meeting, December 19, 2022 and January 9, 2023 Special Meetings (enclosures).

II. PUBLIC COMMENTS

A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosures):

Fund	Period Ending Nov. 30, 2022	Period Ending Dec. 31, 2022	Period Ending Jan. 31, 2023
General	\$ 101,660.13	\$ 430,251.01	\$ 229,393.02
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 4,573.47	\$ 1,642.40	\$ 272.86
Total Claims	\$ 106,233.60	\$ 431,893.41	\$ 229,665.88

- B. Review and accept unaudited financial statements for the period ending December 31, 2022 and accept Cash Position Schedule, dated December 31, 2022, updated February 6, 2023 and Operations Fee Report (enclosure).

IV. LEGAL MATTERS

- A. Review and consider approval of Procedures for Advertising, Special Event and Street Closure Permit (enclosure).
- B. Review and consider approval Advertising, Special Event and Street Closure Permit Application and Agreement (enclosure).
- C. Discuss status of the 2023 Special Events Permit from M&J Wilkow.
- D. Review and approve Bill of Sale for the Holiday Décor (enclosure).
- E. Discuss status of the Regular Election for Directors on May 2, 2023.

V. OPERATIONS AND MAINTENANCE

- A. Presentation of Floral Design by Tim Flanagan from Sustainable Landscape Colorado.

1. Review and consider approval of Independent Contractor Agreement for the 2023 Floral Program (enclosure).

- B. Discuss status of the Access Permit for the E-470 monument signs.

- C. Discuss status of the retaining wall repair work.

- D. Discuss status of the Main Street Monument lighting enhancements (YESCO).

- E. Ratify approval of the Independent Contractor Agreements for 2023 Maintenance Services:

 1. Landscape Maintenance Service with Keesen Landscape Management, Inc. (enclosure).

 2. Hanging Baskets with Ecogreen Landscape, LLC (enclosure).

 3. Site Lighting Maintenance Services with Full Spectrum Lighting LLC (enclosure)

 4. Street Sweeping Services with Common Area Maintenance Services, LLC (enclosure).

 5. Pest Control Services with Animal & Pest Control Services, Inc. (enclosure).

 6. Security Services with Universal Protection Service, LLC d/b/a Allied Universal Security Services (enclosure).

 7. Main Street Monument lighting enhancements with Yesco LLC (enclosure).

VI. CAPITAL IMPROVEMENTS

A. _____

VII. OTHER MATTERS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
APRIL 18, 2023**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 15, 2022

A Regular Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Tuesday, the 15th day of November, 2022, at 9:30 a.m. at Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Joyce Rocha
April Elliott

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Clint C. Waldron, Esq.; White Bear Ankele Tanaka & Waldron P.C.

Thuy Dam; CliftonLarsonAllen, LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Attorney Waldron reported that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn noted she had distributed for the Board’s review and approval a proposed Agenda for the District’s Regular Meeting.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Agenda was approved, as amended.

RECORD OF PROCEEDINGS

Minutes: The Board reviewed the Minutes of the October 4, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Minutes of the October 4, 2022 Special Meeting were approved.

2023 Regular Meeting Dates: The Board entered into discussion regarding setting dates for 2022 Regular Meetings.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board determined to schedule Regular Meetings on February 14, 2023, April 18, 2023, June 20, 2023, August 15, 2023, October 17, 2023 and November 14, 2023. The Meetings will be held at 9:30 a.m. at Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016.

Insurance General Liability/Property Schedule and Limits: The Board entered into discussion regarding Insurance General Liability/Property Schedule and Limits. Following discussion, the Board authorized the renewal of Insurance General Liability/Property Schedule and Limits.

PUBLIC COMMENTS There were no public comments at this time.

CONSENT AGENDA The Board considered the following actions:

- Ratify approval of ICA with Elevation Holiday Lighting, LLC for holiday lighting.
- Ratify approval of proposal from Wolf's Site Services for the removal and replacement of the holiday banners.
- Approve §32-1-809, C.R.S., Transparency Notice.
- Adoption of Resolution Designating Meeting Notices Posting Location.
- Ratify payment of METCO Landscape, Inc. invoices (Invoices No. 560206/\$336/winter watering plants, Invoice No 564082/\$844.10/snow removal) to Receiver.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved and ratified approval of the Consent Agenda items

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Claims: The Board considered ratifying approval of the payment of claims for the period ending as follows:

Fund	Period Ending October 31, 2022
General	\$ 170,591.67
Debt Service	\$ -0-
Capital Projects	\$ 142,920.32
Total Claims	\$ 313,511.99

Following review, upon motion duly made by Director Elliott seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of claims, as presented.

Financial Statements: Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending September 30, 2022 and Cash Position Schedule, dated September 30, 2022, updated November 7, 2022 and Operations Fee Report.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending September 30, 2022 and Cash Position Schedule, dated September 30, 2022, updated November 7, 2022 and Operations Fee Report.

2022 Audit: The Board reviewed an engagement letter from Dazzio & Associates, Inc. to perform the 2022 Audit.

Following discussion, upon motion duly made by Director Elliott seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the engagement of Dazzio & Associates, Inc. to perform the 2022 Audit, for an amount of \$6,000.

2022 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2022 Budget.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board determined that a 2022 Budget Amendment was not needed.

RECORD OF PROCEEDINGS

2023 Budget Hearing: The President opened the Public Hearing to consider the proposed 2023 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the Public Hearing. No public comments were received and the Public Hearing was closed.

Ms. Dam reviewed the estimated 2022 expenditures and the proposed 2023 expenditures.

Following discussion, the Board considered adoption of Resolution No. 2022-11-02; Resolution to Adopt the 2023 Budget and Appropriate Sums of Money, and Resolution No. 2022-11-03; Resolution to Set Mill Levies (for the General Fund at 6.500 mills, Debt Service Fund at 32.000 mills and Excluded Property - Bond Fund at 3.500) for a total mill levy of 42.000 mills). Upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2022. Ms. Finn was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County and the Division of Local Government not later than December 15, 2022. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

CliftonLarsonAllen LLP 2023 Statements of Work: Ms. Dam reviewed with the Board the 2023 Statements of Work from CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the 2023 Statements of Work from CliftonLarsonAllen LLP.

RECORD OF PROCEEDINGS

LEGAL MATTERS

License Agreement Concerning the E-470 Monument Signs: Attorney Waldron noted the E-470 Authority does not currently have time to consider a License Agreement for the maintenance of the monument signs but that the District can obtain an access permit through the Authority's website.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board authorized staff to apply for an access permit and repair work for the panels, in an amount not to exceed \$2,500 per panel.

Election Resolution: Attorney Waldron discussed with the Board the upcoming election and Resolution No. 2022-11-05; Resolution Calling a Regular Election for Directors on May 2, 2023.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-11-04 and appointed Ashley Frisbie as the Designated Election Official and authorized her to perform all tasks required for the conduct of a mail ballot election.

1.4-Acre Parcel of Property: Attorney Waldron discussed with the Board a request from Peter Cudlip (Alberta Development) regarding the District taking ownership of a 1.4-acre parcel of property (tax parcel ID is 2071-19-4-00-001). Following discussion, it was noted the Board is not interested in purchasing the property.

2023 Annual Administrative Resolution: The Board reviewed the 2023 Annual Administrative Resolution.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board adopted the 2023 Annual Administrative Resolution.

District Website and Board Member Contact Emails: The Board entered into discussion regarding the District's website and the need to create an email for the board members. Ms. Finn noted an email address will be created for the Board of Directors.

OPERATIONS AND MAINTENANCE

Special Events Permit from M&J Wilkow: Director Rocha reported to the Board that she has obtained a Certificate of Insurance for the Special Events Permit and will provide a copy to Ms. Finn for the District's records.

Retaining Wall Repair: Ms. Finn reported November 30, 2022 is the start date for the retaining wall repair work.

RECORD OF PROCEEDINGS

Proposal from YESCO for Upgrading the Main Street Display with Brighter Lighting: The Board reviewed a proposal from YESCO for upgrading the Main Street Monument with brighter lighting.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from YESCO for upgrading the Main Street Monument with brighter lighting, for the amount of \$6,691.78.

Proposal from Professional Tree & Turf Equipment for Purchase of Watering Equipment: The Board reviewed a proposal from Professional Tree & Turf Equipment for purchase of watering equipment, for the amount of \$3,305.28.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board authorized contributing 50% of the proposed amount from Professional Tree & Turf Equipment for the purchase of watering equipment.

2022/2023 Independent Contractor Agreements for 2023 Maintenance Services:

Landscape Maintenance Services: The Board entered into discussion regarding landscape maintenance services.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved an Independent Contractor Agreement with Keesen Landscape Management, Inc. for landscape maintenance services, for an amount not to exceed \$214,302.

Floral Program: The Board entered into discussion regarding the floral program. Following discussion, the Board directed staff to schedule a special meeting and invite all bidders to meet with the Board and present their proposals.

Common Area Cleaning: The Board entered into discussion regarding the common area cleaning. No action was taken by the Board at this time.

Site Lighting Services: The Board reviewed a proposal from Full Spectrum Lighting for site lighting maintenance services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from Full Spectrum Lighting for site lighting maintenance services.

Tree Care Services: The Board deferred action at this time.

RECORD OF PROCEEDINGS

Street Sweeping Services: The Board entered into discussion regarding street sweeping services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved an Independent Contractor Agreement with CAM Services for street sweeping services.

Detention Pond Outfall Structure: Ms. Finn reported to the Board that there are areas at the detention pond are eroding and need to be repaired. Following discussion, the Board directed staff to obtain proposals.

Security Services: The Board reviewed a proposal from Allied Universal Security Services for security services.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the Independent Contractor Agreement between the District and Allied Universal Security Services for security services.

Snow Removal Services: The Board reviewed an Independent Contractor Agreement between the District and Consolidated Division Inc. d/b/a CDI Environmental Contractor for snow removal services.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the Independent Contractor Agreement between the District and Consolidated Division Inc. d/b/a CDI Environmental Contractor for snow removal services.

Locate Services: The Board reviewed a rate increase letter from Diversified Underground, Inc. for locate services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the rate increase letter from Diversified Underground, Inc. for locate services.

Pest Control Services: The Board entered into discussion regarding pest control services. Following discussion, the Board directed staff to obtain proposals.

CAPITAL IMPROVEMENTS

Median Landscape Renovation Project: Ms. Finn noted the Median Landscape Renovation Project is 100% complete.

Final Payment to Keesen Landscape Management, Inc.: The Board entered into discussion regarding final payment to Keesen Landscape Management, Inc.

RECORD OF PROCEEDINGS

Following discussion, the Board authorized the final payment to Keesen Landscape Management, Inc., and noted the 5% retainage will be held until the warranty period ends.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made, seconded and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD DECEMBER 19, 2022

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Monday, the 19th day of December, 2022, at 9:30 a.m. at Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Joyce Rocha
April Elliott

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Tim Flannagan; Sustainable Landscape Colorado LLC

Michael Hoefler and Tom Eudaley; Environmental Designs, Inc.

Emilie Hudson and Kelci Martinez; Bloom Floralscapes, LLC

Sandra Villegas and Robert Villegas; Ecogreen Landscape LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present and that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Finn asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn noted she had distributed for the Board’s review and approval a proposed Agenda for the District’s Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Agenda was approved, as presented.

PUBLIC COMMENTS There were no public comments at this time.

OPERATIONS AND MAINTENANCE **2023 Floral Program:**

Presentation by Sustainable Landscape Colorado LLC (9:45 – 10:15 a.m.): Mr. Flanagan made a presentation to the Board regarding the 2023 floral program.

Presentation by Environmental Designs, Inc. (10:30 – 11:00 a.m.): Mr. Hoefler and Mr. Eudaley made a presentation to the Board regarding the 2023 floral program.

Presentation by Bloom Floralscapes LLC (11:15 – 11:45 a.m.): Ms. Hudson and Ms. Martinez made a presentation to the Board regarding the 2023 floral program.

Presentation by Ecogreen Landscape LLC (12:00 – 12:30 p.m.): Ms. Villegas and Mr. Villegas made a presentation to the Board regarding the 2023 floral program.

Following the presentations, the Board determined to obtain additional information from the bidders and to award the contract(s) prior to the end of the year.

OTHER MATTERS There were no other matters.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD JANUARY 9, 2023

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Monday, the 9th day of January, 2023, at 9:30 a.m. at Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Joyce Rocha
April Elliott

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Sandra Villegas; Ecogreen Landscape LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present and that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Finn asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn noted she had distributed for the Board’s review and approval a proposed Agenda for the District’s Special Meeting.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Agenda was approved, as presented.

RECORD OF PROCEEDINGS

PUBLIC COMMENTS There were no public comments at this time.

OPERATIONS AND MAINTENANCE **Operations and Maintenance:**

Proposal from Ecogreen Landscape, LLC for 2023 Hanging Baskets: Ms. Villegas reviewed with the Board a proposal for 2023 hanging baskets.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the proposal for 2023 hanging baskets from Ecogreen Landscape, LLC, in the amount of \$172,869.52, with an installation deadline of May 22, 2023.

Proposal from Sustainable Landscapes Colorado, LLC for the 2023 Floral Program: The Board deferred discussion.

Holiday Décor and Tree: The Board entered into discussion regarding gifting the holiday décor to the District. The Board deferred further discussion.

New Golf Cart: The Board entered into discussion regarding the purchase of a new golf cart.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the purchase of a new golf cart from Mile High Golf Cars, for an amount not to exceed \$15,000.

OTHER MATTERS There were no other matters.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

Southlands Metropolitan District No. 1
November-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	13445809	10/27/2022	11/26/2022	\$ 4,908.80	Security	117806
Allied Universal	13390176	10/9/2022	11/8/2022	\$ 10,972.24	Monthly cleaning	117802
Aurora Media Group	104233	10/20/2022	11/4/2022	\$ 35.85	Miscellaneous	107480
Brody Chemical	INV20718	10/31/2022	11/30/2022	\$ 104.99	Repairs and maintenance	117582
City of Aurora	A033002 OCT22	10/31/2022	10/31/2022	\$ 510.56	Utilities	117701
City of Aurora	A045809 OCT22	10/31/2022	10/31/2022	\$ 42.83	Utilities	117701
City of Aurora	A040256 OCT22	10/31/2022	10/31/2022	\$ 373.93	Utilities	117701
City of Aurora	A033003 OCT22	10/31/2022	10/31/2022	\$ 704.52	Utilities	117701
City of Aurora	A036873 OCT22	10/31/2022	10/31/2022	\$ 1,812.73	Utilities	117701
City of Aurora	A045810 OCT22	10/31/2022	10/31/2022	\$ 2,321.75	Utilities	117701
City of Aurora	A040474 OCT22	10/31/2022	10/31/2022	\$ 716.97	Utilities	117701
City of Aurora	A037515 OCT22	10/31/2022	10/31/2022	\$ 1,352.33	Utilities	117701
City of Aurora	A033004 OCT22	10/31/2022	10/31/2022	\$ 1,052.66	Utilities	117701
CliftonLarsonAllen LLP	3441879	9/30/2022	9/30/2022	\$ 4,949.44	Accounting	107000
Collins Engineers Inc.	52507	9/10/2022	10/10/2022	\$ 9,700.00	Retaining wall repairs/replace caps	117593
Common Area Maintenance Services	M11012449	11/30/2022	11/30/2022	\$ 1,365.00	Street sweeping	117808
Full Spectrum Lighting, Inc c/o Tracy Hannon	2111224	2/22/2021	2/22/2021	\$ 2,460.60	Street lighting/ striping	117855
Keesen Landscape Management, Inc.	202858	11/1/2022	11/21/2022	\$ 16,235.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	194857	7/29/2022	8/28/2022	\$ 2,725.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	198668	9/1/2022	10/1/2022	\$ 4,478.47	Refresh	307862
M & J Wilkow Properties, LLC	29536	11/30/2022	11/30/2022	\$ 9,616.33	Property maintenance	117804
Metco Landscape, Inc	560206	1/31/2021	11/21/2022	\$ 336.00	Landscape maintenance & irrigation repair	117585
Metco Landscape, Inc	5697081	9/30/2021	11/21/2022	\$ 3,818.20	Landscape maintenance & irrigation repair	117585
Metco Landscape, Inc	564082	3/31/2021	11/21/2022	\$ 844.10	Snow removal	117807
SOUTHLANDS TC LLC	SMD Invoice- Reimbursement	11/3/2022	11/3/2022	\$ 951.41	Signage and decor	107587
Special District Management Services, Inc.	Oct-22	10/31/2022	10/31/2022	\$ 95.00	Medians	307863
Special District Management Services, Inc.	Oct-22	10/31/2022	10/31/2022	\$ 2,885.12	District management	107440
StoneZ, Inc. dba Hospitality Trends	3407	4/11/2022	4/11/2022	\$ 3,936.37	Repairs and maintenance	117582
Utility Notification Center of Colorado	222101374	10/31/2022	10/31/2022	\$ 11.70	Repairs and maintenance	117582
White, Bear & Ankele PC	25072	10/31/2022	10/31/2022	\$ 4,088.75	Legal services	107460
Wolf's Site Services	10/30/2022	10/30/2022	10/30/2022	\$ 8,800.00	Signage and decor	117587
Xcel Energy	804664146	11/15/2022	11/15/2022	\$ 4,026.95	Utilities	117701
				\$ 106,233.60		

Southlands Metropolitan District No. 1
November-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 88,744.90		\$ 4,573.47	\$ 93,318.37
Xcel - Auto Pay	\$ 4,026.95	\$ -	\$ -	\$ 4,026.95
Aurora Water - Auto Pay	\$ 8,888.28	\$ -	\$ -	\$ 8,888.28
Total Disbursements from Checking Acct	\$ 101,660.13	\$ -	\$ 4,573.47	\$ 106,233.60

**Southlands Metropolitan District No. 1
December-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	13493218	11/10/2022	12/10/2022	\$ 13,239.84	Monthly cleaning	117802
Allied Universal	13567322	11/24/2022	12/24/2022	\$ 4,908.80	Security	117806
Brody Chemical	INV22137	11/23/2022	12/23/2022	\$ 6,301.89	Repairs and maintenance	117582
Brody Chemical	INV22198	11/30/2022	12/30/2022	\$ 104.99	Repairs and maintenance	117582
City of Aurora	A045809 NOV22	11/30/2022	11/30/2022	\$ 18.20	Utilities	117701
City of Aurora	A036873 NOV22	11/30/2022	11/30/2022	\$ 39.37	Utilities	117701
City of Aurora	A040256 NOV22	11/30/2022	11/30/2022	\$ 70.16	Utilities	117701
City of Aurora	A033004 NOV22	11/30/2022	11/30/2022	\$ 18.20	Utilities	117701
City of Aurora	A033002 NOV22	11/30/2022	11/30/2022	\$ 18.20	Utilities	117701
City of Aurora	A033003 NOV22	11/30/2022	11/30/2022	\$ 18.20	Utilities	117701
City of Aurora	A037515 NOV22	11/30/2022	11/30/2022	\$ 39.37	Utilities	117701
City of Aurora	A040474 NOV22	11/30/2022	11/30/2022	\$ 39.37	Utilities	117701
City of Aurora	A045810 NOV22	11/30/2022	11/30/2022	\$ 39.37	Utilities	117701
CliftonLarsonAllen LLP	3495531	10/31/2022	10/31/2022	\$ 5,277.51	Accounting	107000
Colorado Special Districts Property and Liability Pool	101255	11/5/2022	11/5/2022	\$ 48,504.00	Prepaid Insurance	101255
Colorado Special Districts Property and Liability Pool	20437	12/5/2022	12/5/2022	\$ 10.00	Insurance and bonds	107360
Common Area Maintenance Services	M12012443	12/1/2022	12/1/2022	\$ 1,365.00	Street sweeping	117808
Consolidated Divisions Inc.	2006776	11/29/2022	11/29/2022	\$ 19,288.15	Snow removal	117807
Consolidated Divisions Inc.	2006771	11/17/2022	12/2/2022	\$ 2,385.25	Snow removal	117807
Consolidated Divisions Inc.	2006554-1	11/16/2022	11/16/2022	\$ 1,281.00	Snow removal	117807
Consolidated Divisions Inc.	2006772	11/18/2022	12/3/2022	\$ 19,153.40	Snow removal	117807
Consolidated Divisions Inc.	2006773	11/18/2022	12/3/2022	\$ 7,825.97	Snow removal	117807
Consolidated Divisions Inc.	2006775	11/19/2022	12/4/2022	\$ 154.70	Snow removal	117807
Consolidated Divisions Inc.	2006774	11/19/2022	12/4/2022	\$ 2,442.65	Snow removal	117807
Consolidated Divisions Inc.	2006683-1	11/19/2022	11/19/2022	\$ 31,961.97	Snow removal	117807
Dance Trax Entertainment LLC	11/19/22- Event	11/19/2022	11/19/2022	\$ 600.00	Public Events	107810
Deck The Malls Inc.	21-0113	10/15/2021	10/15/2021	\$ 1,400.00	Holiday decor	117589
Deck The Malls Inc.	22-0114	8/29/2022	8/29/2022	\$ 3,075.00	Holiday decor	117589
Diversified Underground, Inc.	26613	10/31/2022	10/31/2022	\$ 250.00	Repairs and maintenance	117582
Diversified Underground, Inc.	26769	11/30/2022	11/30/2022	\$ 155.00	Repairs and maintenance	117582
Elevation Holiday Lighting LLC	1039	11/8/2022	12/8/2022	\$ 191,946.00	Holiday decor	117589
Full Spectrum Lighting, Inc	30645	11/4/2022	11/4/2022	\$ 757.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30752	12/1/2022	12/1/2022	\$ 655.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30742	11/30/2022	11/30/2022	\$ 2,798.68	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30756	12/1/2022	12/1/2022	\$ 465.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30648	11/4/2022	11/4/2022	\$ 480.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30801	12/14/2022	12/14/2022	\$ 1,555.70	Street lighting/ striping	117855
Keesen Landscape Management, Inc.	204464	12/1/2022	12/31/2022	\$ 16,235.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 204037	11/22/2022	12/22/2022	\$ 6,052.36	Landscape maintenance & irrigation repair	117585
Lumin8 Transportation Technologies LLC	3293	10/30/2022	11/29/2022	\$ 504.78	Traffic signals maintenance	117809
ShowTek Events	S221119601	11/19/2022	11/19/2022	\$ 16,545.00	Public Events	107810
Special District Management Services, Inc.	PM OCT22	10/31/2022	10/31/2022	\$ 3,000.00	Property management	117805
Special District Management Services, Inc.	PM NOV22	11/30/2022	11/30/2022	\$ 3,000.00	Property management	117805
Special District Management Services, Inc.	DM NOV22	11/30/2022	11/30/2022	\$ 247.00	Medians	307863
Special District Management Services, Inc.	DM NOV22	11/30/2022	11/30/2022	\$ 4,445.39	District management	107440
The Architerra Group, Inc.	7345	9/7/2022	10/7/2022	\$ 1,395.40	Medians	307863
Utility Notification Center of Colorado	222111346	11/30/2022	11/30/2022	\$ 3.90	Repairs and maintenance	117582
White, Bear & Ankele PC	25385	11/30/2022	11/30/2022	\$ 114.80	Election expense	107581
White, Bear & Ankele PC	25385	11/30/2022	11/30/2022	\$ 4,038.28	Legal services	107460
Wolf's Site Services	11/22/2022	11/22/2022	11/22/2022	\$ 1,720.00	Holiday decor	117589
Xcel Energy	808372055	12/14/2022	12/14/2022	\$ 4,488.56	Utilities	117701
Yesco	INY-0401276	11/29/2022	12/29/2022	\$ 1,460.00	Street lighting/ striping	117855

\$ 431,893.41

**Southlands Metropolitan District No. 1
December-22**

	General	Debt	Capital	Totals
Disbursements	\$ 425,462.01		\$ 1,642.40	\$ 427,104.41
Xcel - Auto Pay	\$ 4,488.56	\$ -	\$ -	\$ 4,488.56
Aurora Water - Auto Pay	\$ 300.44	\$ -	\$ -	\$ 300.44
Total Disbursements from Checking Acct	\$ 430,251.01	\$ -	\$ 1,642.40	\$ 431,893.41

**Southlands Metropolitan District No. 1
January-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	13613408	12/4/2022	1/3/2023	\$ 13,883.50	Monthly cleaning	117802
Allied Universal	13708999	12/29/2022	1/28/2023	\$ 6,286.00	Security	117806
Aurora Media Group	104444	11/28/2022	12/13/2022	\$ 106.40	Medians	307863
Brody Chemical	INV23708	12/31/2022	1/30/2023	\$ 104.99	Repairs and maintenance	117582
Brody Chemical	INV24277	1/9/2023	1/31/2023	\$ 6,664.11	Repairs and maintenance	117582
City of Aurora	A037515 DEC22	12/31/2022	12/31/2022	\$ 39.67	Utilities	117701
City of Aurora	A033004 DEC22	12/31/2022	12/31/2022	\$ 18.34	Utilities	117701
City of Aurora	A045809 DEC22	12/31/2022	12/31/2022	\$ 18.34	Utilities	117701
City of Aurora	A036873 DEC22	12/31/2022	12/31/2022	\$ 39.67	Utilities	117701
City of Aurora	A040256 DEC22	12/31/2022	12/31/2022	\$ 70.69	Utilities	117701
City of Aurora	A040474 DEC22	12/31/2022	12/31/2022	\$ 39.67	Utilities	117701
City of Aurora	A033002 DEC22	12/31/2022	12/31/2022	\$ 18.34	Utilities	117701
City of Aurora	A045810 DEC22	12/31/2022	12/31/2022	\$ 39.67	Utilities	117701
City of Aurora	A033003 DEC22	12/31/2022	12/31/2022	\$ 18.34	Utilities	117701
CliftonLarsonAllen LLP	3511309	11/30/2022	11/30/2022	\$ 5,810.84	Accounting	107000
Common Area Maintenance Services	M01012582	1/1/2023	1/1/2023	\$ 1,365.00	Street sweeping	117808
Consolidated Divisions Inc.	2007341	12/23/2022	1/7/2023	\$ 19,422.90	Snow removal	117807
Consolidated Divisions Inc.	2007503	12/30/2022	1/14/2023	\$ 442.97	Snow removal	117807
Consolidated Divisions Inc.	2007502	12/30/2022	1/14/2023	\$ 6,638.80	Snow removal	117807
Consolidated Divisions Inc.	2007375	12/23/2022	1/7/2023	\$ 670.08	Snow removal	117807
Consolidated Divisions Inc.	2007186	12/13/2022	12/28/2022	\$ 18,096.05	Snow removal	117807
Consolidated Divisions Inc.	2007187	12/14/2022	12/29/2022	\$ 7,349.48	Snow removal	117807
Consolidated Divisions Inc.	2007501	12/29/2022	1/13/2023	\$ 34,441.40	Snow removal	117807
Deck The Malls Inc.	22-0124	10/25/2022	10/25/2022	\$ 6,650.00	Holiday decor	117589
Diversified Underground, Inc.	26923	12/31/2022	1/30/2023	\$ 310.00	Repairs and maintenance	117582
Dodge Data & Analytics	A40044500	12/2/2022	12/2/2022	\$ 166.46	Medians	307863
Full Spectrum Lighting, Inc	30717	11/29/2022	11/29/2022	\$ 42,250.00	Street lighting/ striping	117855
GRAINGER	9562107780	1/4/2023	1/31/2023	\$ 668.93	Repairs and maintenance	117582
Keesen Landscape Management, Inc.	11/22/2022	11/22/2022	12/22/2022	\$ 6,052.36	Landscape maintenance & irrigation repair	117585
M & J Wilkow Properties, LLC	30258	1/1/2023	1/31/2023	\$ 9,905.00	Property maintenance	117804
Special District Management Services, Inc.	DM 12/2022	12/31/2022	12/31/2022	\$ 4,203.90	District management	107440
Special District Management Services, Inc.	PM 12/2022	12/31/2022	12/31/2022	\$ 3,000.00	District management	107440
Sustainable Landscape Colorado	1956	8/17/2022	9/16/2022	\$ 22,886.55	Floral	117801
Utility Notification Center of Colorado	222121266	12/31/2022	12/31/2022	\$ 7.80	Repairs and maintenance	117582
White, Bear & Ankele PC	25889	12/31/2022	12/31/2022	\$ 219.35	Election expense	107581
White, Bear & Ankele PC	25889	12/31/2022	12/31/2022	\$ 1,916.77	Legal services	107460
Wolf's Site Services	36	12/7/2022	1/6/2023	\$ 5,500.00	Landscape maintenance & irrigation repair	117585
Xcel Energy	812312839	1/17/2023	1/17/2023	\$ 4,343.51	Utilities	117701
				\$ 229,665.88		

Southlands Metropolitan District No. 1
January-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 224,746.78		\$ 272.86	\$ 225,019.64
Xcel - Auto Pay	\$ 4,343.51	\$ -	\$ -	\$ 4,343.51
Aurora Water - Auto Pay	\$ 302.73	\$ -	\$ -	\$ 302.73
Total Disbursements from Checking Acct	\$ 229,393.02	\$ -	\$ 272.86	\$ 229,665.88

SOUTHLANDS METROPOLITAN DISTRICT NO.1
FINANCIAL STATEMENTS
DECEMBER 31, 2022

SOUTHLANDS METROPOLITAN DISTRICT NO.1
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	General	General Operations Fee	Debt Service	Capital Projects	Total
ASSETS					
Cash - Checking	\$ 108,884	\$ 434,402	\$ -	\$ 156,909	\$ 700,195
Colostrust	603,583	1,263,414	-	-	1,866,997
UMB Series 2017 A-1 Bond Fund	-	-	506,797	-	506,797
UMB Series 2017 A-2 Bond Fund	-	-	226,472	-	226,472
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,625	-	1,687,625
UMB Series 2017 A-2 Reserve Fund	-	-	149,750	-	149,750
General Operations Fee receivable	-	210,692	-	-	210,692
Due from other fund	70,703	-	56,361	-	127,064
Property Tax receivable	491,342	-	2,783,637	-	3,274,979
Prepaid insurance	450	-	-	-	450
TOTAL ASSETS	<u>\$ 1,274,962</u>	<u>\$ 1,908,508</u>	<u>\$ 5,410,642</u>	<u>\$ 156,909</u>	<u>\$ 8,751,021</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 46,626	\$ 584,469	\$ -	\$ 156,909	\$ 788,004
Retainage payable	-	2,945	-	-	2,945
Due to County	10,415	-	55,848	-	66,263
Due to other funds	56,361	-	-	-	56,361
Due to other funds	-	-	70,703	-	70,703
Unearned General Operations Fee	-	25,331	-	-	25,331
Total Liabilities	<u>113,402</u>	<u>612,745</u>	<u>126,551</u>	<u>156,909</u>	<u>1,009,607</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred property tax	491,342	-	2,783,637	-	3,274,979
Total Deferred Inflows of Resources	<u>491,342</u>	<u>-</u>	<u>2,783,637</u>	<u>-</u>	<u>3,274,979</u>
FUND BALANCES					
Total Fund Balances	<u>670,218</u>	<u>1,295,763</u>	<u>2,500,454</u>	<u>-</u>	<u>4,466,435</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 1,274,962</u>	<u>\$ 1,908,508</u>	<u>\$ 5,410,642</u>	<u>\$ 156,909</u>	<u>\$ 8,751,021</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 500	\$ 15,973	\$ 15,473
Permits and fees	5,000	1,600	(3,400)
Property taxes	507,927	481,080	(26,847)
Specific ownership tax	35,555	34,106	(1,449)
TOTAL REVENUES	548,982	532,759	(16,223)
EXPENDITURES			
Accounting	57,000	55,586	1,414
Auditing	6,000	5,800	200
Billing services	13,000	12,686	314
Contingency	9,381	-	9,381
County Treasurer's fee	7,619	7,226	393
Directors' fees	4,000	2,700	1,300
District management	68,000	48,290	19,710
Dues and licenses	2,000	545	1,455
Election expense	3,000	2,139	861
Insurance and bonds	45,000	36,969	8,031
Legal services	50,000	46,174	3,826
Miscellaneous	5,000	954	4,046
Public Events	50,000	48,945	1,055
TOTAL EXPENDITURES	320,000	268,014	51,986
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	228,982	264,745	35,763
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	(700,000)	(548,160)	151,840
TOTAL OTHER FINANCING SOURCES (USES)	(700,000)	(548,160)	151,840
NET CHANGE IN FUND BALANCES	(471,018)	(283,415)	187,603
FUND BALANCES - BEGINNING	941,998	953,633	11,635
FUND BALANCES - ENDING	\$ 470,980	\$ 670,218	\$ 199,238

PRELIMINARY DRAFT - SUBJECT TO REVISION

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

GENERAL OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
General operations fee	\$ 2,103,000	\$ 2,103,000	\$ -
General operations fee - penalty and other	2,000	16,381	14,381
General operations fee - vacant lots	25,000	24,961	(39)
Interest income	1,000	17,614	16,614
TOTAL REVENUES	<u>2,131,000</u>	<u>2,161,956</u>	<u>30,956</u>
EXPENDITURES			
Floral	190,000	155,112	34,888
Holiday decor	115,000	213,591	(98,591)
Landscape maintenance & irrigation repair	250,000	263,291	(13,291)
Monthly cleaning	230,000	174,561	55,439
Pest control	10,000	-	10,000
Property maintenance	120,000	115,476	4,524
Property management	40,000	36,032	3,968
Repairs and maintenance	380,000	115,328	264,672
Security	75,000	83,766	(8,766)
Signage	100,000	24,948	75,052
Snow removal	350,000	351,924	(1,924)
Street lighting/ striping	75,000	110,837	(35,837)
Street repairs/sidewalk	45,000	-	45,000
Street sweeping	15,000	15,945	(945)
Traffic signals maintenance	35,000	31,186	3,814
Utilities	180,000	152,306	27,694
TOTAL EXPENDITURES	<u>2,210,000</u>	<u>1,844,303</u>	<u>365,697</u>
NET CHANGE IN FUND BALANCES	(79,000)	317,653	396,653
FUND BALANCES - BEGINNING	<u>729,000</u>	<u>978,108</u>	<u>249,108</u>
FUND BALANCES - ENDING	<u>\$ 650,000</u>	<u>\$ 1,295,761</u>	<u>\$ 645,761</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

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SUPPLEMENTARY INFORMATION

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 700	\$ 33,966	\$ 33,266
Property taxes	2,873,318	2,726,693	(146,625)
Specific ownership tax	201,132	192,542	(8,590)
TOTAL REVENUES	3,075,150	2,953,201	(121,949)
EXPENDITURES			
Bond interest - Series 2017 A-1	2,073,200	2,073,200	-
Bond interest - Series 2017 A-2	183,275	183,275	-
Bond principal - Series 2017 A-1	590,000	590,000	-
Bond principal - Series 2017 A-2	50,000	50,000	-
Contingency	9,425	-	9,425
County Treasurer's fee	43,100	40,955	2,145
Paying agent fees	6,000	6,000	-
TOTAL EXPENDITURES	2,955,000	2,943,430	11,570
NET CHANGE IN FUND BALANCES	120,150	9,771	(110,379)
FUND BALANCES - BEGINNING	2,503,308	2,490,684	(12,624)
FUND BALANCES - ENDING	\$ 2,623,458	\$ 2,500,455	\$ (123,003)

PRELIMINARY DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Medians	400,000	548,160	(148,160)
Signage	300,000	-	300,000
TOTAL EXPENDITURES	<u>700,000</u>	<u>548,160</u>	<u>151,840</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(700,000)	(548,160)	151,840
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	700,000	548,160	(151,840)
TOTAL OTHER FINANCING SOURCES (USES)	<u>700,000</u>	<u>548,160</u>	<u>(151,840)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SOUTHLANDS METROPOLITAN DISTRICT # 1
Schedule of Cash Position
December 31, 2022
Updated as of February 6, 2023

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>					
Balance as of 12/31/22	\$ 108,883.81	\$ 434,402.31	\$ -	\$ 156,908.91	\$ 700,195.03
Subsequent activities:					
01/04/23 - Aurora Water, EFT	-	(300.44)	-	-	(300.44)
01/06/23 - Xcel, EFT	-	(4,488.56)	-	-	(4,488.56)
01/11/23 - Vouchers payable	(79,534.98)	(312,684.06)	-	(1,642.40)	(393,861.44)
01/31/23 - Vouchers payable	-	(6,769.10)	-	(166.46)	(6,935.56)
January GOF Deposit	-	276,763.51	-	-	276,763.51
02/01/23 - Aurora Water, EFT	-	(302.73)	-	-	(302.73)
02/01/23 - Vouchers payable	-	(211,362.79)	-	-	(211,362.79)
02/03/23 - Vouchers payable	-	(668.93)	-	(147,964.03)	(148,632.96)
February GOF Deposit	-	951.57	-	-	951.57
Anticipated Vouchers payable	-	(33,242.97)	-	(7,136.02)	(40,378.99)
Anticipated Xcel, EFT	-	(4,343.51)	-	-	(4,343.51)
Anticipated Balance	<u>29,348.83</u>	<u>137,954.30</u>	<u>-</u>	<u>-</u>	<u>167,303.13</u>
<u>Colotrust</u>					
Balance as of 12/31/22	603,583.08	1,263,414.13	-	-	1,866,997.21
Subsequent activities:					
01/01/23 - Due to/from funds	(56,360.78)	-	56,360.78	-	-
01/31/23 - Interest Income	2,099.22	4,922.32	217.16	-	7,238.70
Anticipated Transfer to A-1 Bond Fund	-	-	(513.16)	-	(513.16)
Anticipated Transfer to A-2 Bond Fund	-	-	-	-	-
Anticipated Due to County	(10,415.16)	-	(55,847.64)	-	(66,262.80)
Anticipated Balance	<u>538,906.36</u>	<u>1,268,336.45</u>	<u>217.14</u>	<u>-</u>	<u>1,807,459.95</u>
<u>UMB - 2017 A-1 Bond Fund</u>					
Balance as of 12/31/22	-	-	506,796.63	-	506,796.63
Subsequent activities:					
Anticipated Transfer from CT	-	-	513.16	-	513.16
Anticipated Balance	<u>-</u>	<u>-</u>	<u>507,309.79</u>	<u>-</u>	<u>507,309.79</u>
<u>UMB - 2017 A-1 Reserve Fund</u>					
Balance as of 12/31/22	-	-	1,687,625.00	-	1,687,625.00
Subsequent activities:					
Anticipated Balance	<u>-</u>	<u>-</u>	<u>1,687,625.00</u>	<u>-</u>	<u>1,687,625.00</u>
<u>UMB - 2017 A-2 Bond Fund</u>					
Balance as of 12/31/22	-	-	226,472.37	-	226,472.37
Subsequent activities:					
Anticipated Transfer from CT	-	-	-	-	-
Anticipated Balance	<u>-</u>	<u>-</u>	<u>226,472.37</u>	<u>-</u>	<u>226,472.37</u>
<u>UMB - 2017 A-2 Reserve Fund</u>					
Balance as of 12/31/22	-	-	149,750.00	-	149,750.00
Subsequent activities:					
Anticipated Balance	<u>-</u>	<u>-</u>	<u>149,750.00</u>	<u>-</u>	<u>149,750.00</u>
Anticipated Balances	<u>\$ 568,255.19</u>	<u>\$ 1,406,290.75</u>	<u>\$ 2,571,374.30</u>	<u>\$ -</u>	<u>\$ 4,545,920.24</u>

Current Yield - 01/31/23

Colotrust - 4.5569%
UMB (Invested in Fidelity money market) - 3.84%

PRELIMINARY DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SOUTHLANDS METROPOLITAN DISTRICT #1
Property Tax Reconciliation Schedule
2022

	Current Year							Prior Year				
	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 16,721.37	\$ -	\$ -	\$ -	\$ 16,721.37	0.00%	0.00%	\$ 21,527.98	0.02%	0.02%
February	1,213,296.93	-	19,240.87	-	(18,199.45)	-	1,214,338.35	35.88%	35.88%	291,082.63	8.51%	8.54%
March	150,134.00	-	19,075.51	(142.91)	(2,249.87)	-	166,816.73	4.44%	40.32%	1,201,116.53	36.42%	44.95%
April	697,123.49	-	29,593.79	9.69	(10,456.99)	-	716,269.98	20.62%	60.94%	393,640.78	11.59%	56.54%
May	1,002,278.88	-	15,741.28	-	(15,231.93)	-	1,002,788.23	29.64%	90.58%	882,800.50	26.75%	83.29%
June	253,580.86	-	16,893.13	(580.76)	(3,795.00)	-	266,098.23	7.50%	98.08%	519,683.51	15.46%	98.75%
July	19.65	-	16,588.50	0.40	(0.30)	-	16,608.25	0.00%	98.08%	21,871.57	0.05%	98.80%
August	3,371.88	-	21,752.98	120.01	(52.38)	-	25,192.49	0.10%	98.18%	39,830.50	0.64%	99.44%
September	-	-	18,294.54	-	-	-	18,294.54	0.00%	98.18%	22,882.71	0.07%	99.51%
October	-	(105,937.92)	17,480.84	(7,953.24)	1,708.37	(95,215.11)	513.16	-3.13%	95.05%	18,758.58	0.02%	99.53%
November	6,397.66	-	19,500.01	440.85	(102.58)	26,235.94	-	0.19%	95.24%	19,220.97	0.02%	99.55%
December	-	(12,492.32)	15,764.78	(754.80)	198.71	2,716.37	-	-0.37%	94.87%	19,161.66	0.02%	99.57%
	\$ 3,326,203.35	\$ (118,430.24)	\$ 226,647.60	\$ (8,860.76)	\$ (48,181.42)	\$ (66,262.80)	\$ 3,443,641.33	94.87%	94.87%	\$ 3,451,577.92	99.57%	99.57%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
Property Tax				
General Fund	\$ 507,927	15.48%	\$ 481,080.10	94.71%
Debt Service (2017 A-1)	2,500,561	76.19%	2,368,391.80	94.71%
Debt Service (2017 A-2)	273,499	8.33%	259,042.99	94.71%
Debt Only (2017 A-1)	99,258	100.00%	99,258.22	100.00%
	<u>\$ 3,381,245</u>		<u>\$ 3,207,773.11</u>	<u>94.87%</u>
Specific Ownership Tax				
General Fund	\$ 35,555	15.48%	\$ 34,105.71	95.90%
Debt Service (2017 A-1)	175,039	76.19%	167,904.92	95.90%
Debt Service (2017 A-2)	19,145	8.33%	18,364.61	95.90%
Debt Only (2017 A-1)	6,948	100.00%	6,272.36	90.30%
	<u>\$ 236,687</u>		<u>\$ 226,647.60</u>	<u>95.76%</u>
Treasurer's Fees				
General Fund	\$ (7,619)	15.48%	\$ (7,226.19)	94.80%
Debt Service (2017 A-1)	(37,508)	76.19%	(35,575.22)	94.80%
Debt Service (2017 A-2)	(4,102)	8.33%	(3,891.06)	94.90%
Debt Only (2017 A-1)	(1,490)	100.00%	(1,488.95)	99.90%
	<u>\$ (50,719)</u>		<u>\$ (48,181.42)</u>	<u>95.00%</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**Procedures for Advertising, Special Event
 and Street Closure Permit Request**

<p>Purpose</p>	<p>Southlands Metropolitan District No. 1 (the “District”) has adopted rules for the placement of advertising, the holding of special events, and the closure of streets and rights-of-way located in the District for private use, in order to safeguard the interests of applicant(s) as well as the District and the general public.</p> <p>Advertising, Special Events, and Street Closures in the public rights-of-way or on public property require an Advertising, Special Event, and Street Closure Permit. Advertising, Special Events, and Street Closures are only permitted at the locations designated on the approved Permit.</p> <p><u>Advertising</u>: includes the temporary placement of commercial signs, posters, flags, decals, banners, or similar media.</p> <p><u>Special Events</u>: any event, including but not limited to athletic events, street fairs, carnivals, arts and craft shows, rallies, parades, and farmers markets.</p> <p><u>Street Closure</u>: The closure of any District owned or maintained street or rights-of-way, or any activity that may interfere with pedestrian or vehicular traffic on a District owned or maintained street or right-of-way.</p>
<p>Advertising Regulations</p>	<p>Applicants must provide a general description of the Advertising and the location where the Advertising will be displayed.</p> <p>Advertising shall have a professional appearance. Advertising shall be constructed to reduce to the extent feasible sharp edges or protrusions that could cause injury to persons or damage to property. Advertising shall be easily visible and recognizable with regard to the available light from street lighting and light emanating from adjoining property during periods of darkness. No more than twelve (12) Advertising items shall be displayed in the requested locations. Advertising for a particular event shall be removed no later than thirty (30) days following the event’s occurrence.</p> <p>Advertising placed on District property shall not:</p> <ol style="list-style-type: none"> 1. Interrupt the normal flow of vehicular or pedestrian traffic; 2. Interfere with the public’s normal use of the public property upon which the Advertising is permitted; 3. Interfere with any other device lawfully existing thereon, such as, water meters, curb cuts, bus stops, etc.; and 4. Be permanently affixed to a building, sidewalk, or similar District-owned property.

<p>Application and Processing</p>	<p>Applications for a permit should be submitted to the District at the earliest practical date, but no later than two (2) weeks prior to the date of the requested event. Applicants are required to submit a completed application to receive a permit. Applications may be requested and submitted the following ways:</p> <ol style="list-style-type: none"> 1) Email: Ann Finn at: afinn@sdmsi.com 2) In person: Southlands Management Office (located at the NW corner of Main Street and E. Commons Ave at 6155 S. Main Street, Suite 260, Aurora 80016) 3) Mail: Special District Management Services, Inc.; 141 Union Blvd., Suite 150, Lakewood, CO 80228
<p>Other Permits</p>	<p>The use of large tents, awnings, or similar structures may require a separate permit from the City/Fire Department. Applicants are encouraged to contact the City of Aurora for additional information.</p>
<p>Permit Fees and Refunds</p>	<p>Permit and Refundable Deposit Fees</p> <ul style="list-style-type: none"> - Processing Fee \$100.00 (non-refundable) - Permit Fee \$100.00 - Refundable Deposit \$300.00* <p>*The District reserves the right to increase the deposit amount if it determines in its sole discretion that the nature of the event requires a larger deposit.</p> <p>Refunds, less the processing fee, will be made only if the District receives a cancellation notice fourteen (14) days in advance of the event. Refunds will be made within thirty (30) days of the cancellation. In the event of inclement weather, no refunds will be given, but you may choose another date that will need to be approved by the District.</p>
<p>Indemnification Agreement</p>	<p>The Applicant must sign an Indemnification Agreement which is included in the Application for an Advertising, Special Event, Street Closure Permit form.</p>

Insurance	The District is not responsible for any loss or damage arising out of the Applicant's use of a street, right-of-way, or other public property. Applicant acknowledges that private homeowners' or commercial liability insurance may not provide Applicant with liability coverage for accidents that occur outside of Applicants' private property and in the public rights-of-way or other public property.
Barricades	<p>Applicant is responsible for providing barricades and signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as revised by the Colorado Supplement. Applicants requesting a street closure must contact a private licensed barricade company to rent or have set up Type II (and Type III if warranted) barricade(s). No vehicles, traffic cones, saw horses, trash cans, etc. will be allowed to be used as a barricade.</p> <p>Emergency vehicle access must be provided at all times between closure ends. Detours will require an approved traffic control plan.</p>
Litter	As related to special events and street closures, all areas must be cleaned of any and all debris and garbage after the event. If the area is not returned to a clean and sanitary condition, the District may deduct clean up fees from the Permittee's deposit and charge Permittee for any excess clean up fees.

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Blvd., Suite 150, Lakewood, Colorado 80228

Phone: (303) 987-0835

ADVERTISING/ SPECIAL EVENT / STREET
CLOSURE

PERMIT APPLICATION

To Be Completed by District Staff:

Permit #	<input style="width: 90%;" type="text" value="SE"/>	This form is only an application until validated by Southlands Metro District No. 1 staff.	
Event	<input style="width: 100%;" type="text"/>	Received:	<input style="width: 100%;" type="text"/>
Date:	<input style="width: 100%;" type="text"/>	Approved:	<input style="width: 100%;" type="text"/>
Special Conditions:			
<input style="width: 100%; height: 100%;" type="text"/>			

To Be Completed by Applicant:

Organization or Applicant Name		Contact Person		Phone	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
Mailing Address	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Date of Event	Time of Day				
<input style="width: 100%;" type="text"/>	From:	<input style="width: 100%;" type="text"/>	A.M.	P.M.	To: <input style="width: 100%;" type="text"/>
			A.M.	P.M.	

Special Event Permit Information:

Please provide answers to the following questions. Address every item applicable to your event.

Name of Event/Purpose	<input style="width: 100%;" type="text"/>				
Location of Event	<input style="width: 100%;" type="text"/>				
How will Water be Supplied	<input type="checkbox"/> Bottled Water	<input type="checkbox"/> In Homes	<input style="width: 100%;" type="text"/> Other		
Anticipated Attendance <input style="width: 50px;" type="text"/>	How many bathrooms will be provided <input style="width: 50px;" type="text"/>		<input type="checkbox"/> Portable Toilets	<input style="width: 100%;" type="text"/> Other	
Will food be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Who will provide the food? <input style="width: 100%;" type="text"/>		
Will alcohol be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Who will provide alcohol? <input style="width: 100%;" type="text"/>		
Will there be any temporary structures located in the right of way?	What type of traffic control mechanism(s) will be used? ^{1,2}				
<small>(Tents, tables, etc.) ¹</small>	<input style="width: 100%; height: 100%;" type="text"/>				

¹ Access for retailers and emergency services must be maintained throughout the event.

² The District does not provide traffic barricades for street closures. The applicant is responsible for all traffic control mechanisms.

Street Closure Information:

The following streets and rights of way will be closed during the event:

Advertising Information:

Provide a general description of the Advertising media to be displayed and their locations:

Please read and check acknowledgement

I hereby acknowledge that I have read this application and state that the above is correct. Any violation of the above noted terms may cause immediate revocation of this permit.

Applicant's Name

Applicant's Email

Applicant's Signature

Date

Southlands Metropolitan District No. 1

Advertising, Special Event and Street Closure Permit Application

General Terms and Conditions

Applicant must comply with all applicable District rules and regulations and City and State laws. Applicant further acknowledges that Applicant must promptly comply with orders of law enforcement personnel, firefighters or other emergency workers.

Applicant acknowledges and agrees that Applicant may be liable for civil claims of third parties that are based upon loss or damage occurring at, or in conjunction with, the permitted activity.

Applicant is responsible for any and all damage to District property occurring during the event.

The deposit may be: (1) used to pay for clean-up costs if the areas used are not properly cleaned of all trash and debris; (2) used to pay for any damage caused to District property; and (3) forfeited in the event of non-compliance of any terms or conditions of the permit.

I understand that the use of the public right-of-way for an Advertising or Special Event includes some risks to participants.

As an applicant for an Advertising, Special Event, and Street Closure permit, I certify that I have read and understand all of the conditions and procedures that are required in order to obtain the permit and I agree to comply with each of those conditions and procedures. I will maintain a copy of the permit which allows the Advertising, Special Event, and Street Closure, and keep it on-site during the event. As a representative of the event, I will abide by all standards and permit conditions.

_____ (initial)

Insurance

Liability insurance is required to obtain an advertising, special event, street closure permit. Applicant acknowledges that private homeowners' or commercial liability insurance may not provide Applicant with liability protection for accidents that occur outside of Applicant's private property and in the public right-of-way.

Please initial the following:

_____ I have secured general liability coverage with limits shown of at least **\$2,000,000 per occurrence** through my homeowner's insurance or business organization.

_____ If liquor will be served, I have secured liquor liability coverage as either a host or a provider. If liquor will not be served, please write N/A on preceding line.

_____ I have added the District as an additional insured to the requisite insurance policy/policies and provided a copy of the insurance certificate(s) to the District.

_____ I have provided the District copies of any certificate(s) of insurance for any third-party contractors providing services (i.e. barricade services). If no-third party contractors are providing services, please write N/A on the preceding line.

Southlands Metropolitan District No. 1
Advertising, Special Event and Street Closure Application

**INDEMNIFICATION
AGREEMENT**

1. Applicant agrees that Applicant will defend, indemnify, reimburse and hold harmless the Southlands Metropolitan District No. 1 ("District"), its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the Applicant's temporary use of the premises for which the Applicant is permitted to conduct advertising/a special event/street closure on the date referenced above, that are due to the negligence or fault of the Applicant or the Applicant's agents, employees, representatives, subcontractors, suppliers, volunteers, patrons, guests, licensees, or invitees, or of any other person entering in or upon the premises for said event with the express or implied invitation or permission of Applicant ("Claims").
2. Applicant's duty to defend and indemnify the District shall arise at the time written notice of the Claim is first provided to the District regardless of whether suit has been filed and even if Applicant is not named as a defendant.
3. Applicant shall obtain, at its own expense, any insurance that Applicant deems necessary for the Applicant's and the District's protection.

The person signing and executing the Indemnity Agreement on behalf of Applicant represents and warrants that he or she has been fully authorized by Applicant to execute the Agreement on behalf of Applicant and to validly and legally bind Applicant to all the terms, performances and provisions of the Indemnity Agreement.

I affirm, under penalty of perjury, that the statements and representations made in connection with this application are true to the best of my knowledge.

Print name

Signature

Date

BILL OF SALE

(Holiday Décor)

KNOW ALL MEN BY THESE PRESENTS, that M & J Wilkow Properties, LLC, a Delaware limited liability company, hereinafter referred to as “**Seller**,” in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, (the “**District**”), whose address is c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, Colorado 80228, has bargained and sold, and by these presents, does grant, assign, transfer, and convey unto the District, its successors and assigns, all of its right, title, and interest in the holiday décor property as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”).

The Seller certifies and warrants to the District that the Seller is the legal and rightful owner of the Property and has full right and authority to convey the same.

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Seller, its successors and assigns, shall warrant and defend the sale of the Property unto the District, its successors or assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Property, to the District, its successors and assigns, is made free from any claim or demand whatever.

[Signature page follows.]

IN WITNESS WHEREOF, M & J Wilkow Properties, LLC, a Delaware limited liability company, by and through its authorized representatives, hereby executes this Bill of Sale as of this ____ day of _____, 2023.

M & J WILKOW PROPERTIES, LLC, a Delaware limited liability company

Printed Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of M & J Wilkow Properties, LLC, a Delaware limited liability company.

(S E A L)

My commission expires: _____

Notary Public

**EXHIBIT A
PROPERTY**

Holiday Décor

DESCRIPTION	PRICE/UNIT
2019 Southlands Holiday Decor Program	\$178,592.08
(1) Pop Up Santa Card Display, (2) Giant Candy Cane Trios, (1) Custom Feature Ski Tree, (2) Giant Adirondak Ski Chairs, (1) Giant Reinndeer/pinecone Display, (1) 8' Pine Cone With Base, (4) Ornament On Bases, (6) 3' Pine Cone With Base, (1) Selfie Wall (3 Messages - Naughty/nice/spring/summer) Crates & Carts For Storage - (8) Carts - Ornament/pinecone/bases & (6) Crates - Reindeer & Ski Tree. Candy Canes And Chairs Wrapped In Blankets	



Proposal #3127

Date: 12/27/2022

PO #

Customer:

Martin Liles
MJ Wilkow
6155 S Main St
Suite 260
Aurora, CO 80016

Property:

Southlands
6155 S Main St
Suite 260
Aurora, CO 80226

2023 Southlands Floral Program

2023 Southlands Floral

Floral Design Beds

Design to provide full-season color with a selection of annuals, perennials, and ornamental grasses based on existing bed locations and exposures.

SLC will utilize a 75:25 perennial: annual mix if determined by the owner's rep.

Items	Quantity	Price
Floral Design	8.00	\$1,120.00
Floral Design Beds:		\$1,120.00

Winter Cleanup

All mulch installed in the fall of 2022 to be removed and installed in north retaining wall beds.

Items	Quantity	Price
Cleanup Containers	10.00	\$403.00
Mulch Removal	8,700.00	\$3,632.25
Mulch Installation	17,000.00	\$2,797.04
Winter Cleanup:		\$6,832.29

Soil Preparation and Tilling

Clean up existing beds and dispose of all debris.
 Cut back all existing perennials, bulbs and ornamental grasses, if needed.
 Add 3" SLC Compost and till at 6"- 8" depth.
 Rake and level.
 Grade 3" below edging around the perimeter of beds.

Items	Quantity	Price
Annual Beds	8,700.00	\$13,506.77
Containers	90.00	\$2,503.35
Perennials	1,580.00	\$2,452.97
Soil Preparation and Tilling:		\$18,463.09

Planting Annual Beds

- Plant selection annuals for each area.
- All beds are to receive 2 lbs. of biotic organic fertilizer, soil stimulants, and biochar.
- Beds watered in by hose.
- Irrigation system to be adjusted as needed for proper coverage for new plantings.(all modifications and repairs billed on a T&M basis).
- Irrigation system programmed for establishment.

Items	Quantity	Price
Annual Beds	8,700.00	\$63,602.82
Planting Annual Beds:		\$63,602.82

Planting Containers (10)

Plant all containers to provide full-season color with a selection of annuals, perennials, and ornamental grasses based on existing locations and exposures.

Items	Quantity	Price
Large Summer Container Planting	90.00	\$1,026.00
Planting Containers (10):		\$1,026.00

Perennial Planting

All beds marked on the map as "no flowers" are to be planted with an appropriate combination of perennials.

Items	Quantity	Price
Perennial Flats Installed	1,580.00	\$6,234.83
Perennial Planting:		\$6,234.83

Floral Maintenance

Maintenance includes weeding, deadheading, cultivation, and fertilization of all beds and containers.

Fertilization will occur twice a month.

The contract does not include repairs and replacements based on loss from Acts of God, vandalism, or property carelessness.

Irrigation monitoring and programming according to need.

All beds are to be monitored for insect and disease issues.

Items	Quantity	Price
Annual Maintenance	8,700.00	\$19,966.56
Container Maintenance	90.00	\$2,102.08
Perennial Maintenance	1,580.00	\$3,294.36
Floral Maintenance:		\$25,363.00

End of Season Cleanup

Existing floral to be cut to ground level and disposed of off-site.

Root system to remain for additional organic in soil.

All perennials are to be cut back and cleaned up when 100% dormant in late fall/early winter.

Items	Quantity	Price
Annual Beds	8,700.00	\$6,742.50
Container Cleanup	90.00	\$219.38
Perennial Cleanup	1,580.00	\$967.51
End of Season Cleanup :		\$7,929.39

Mulching-Fall

All annual beds are to receive 2" of natural wood mulch.

Items	Quantity	Price
Fall Floral Mulching-Beds	10,280.00	\$5,898.15
Mulching-Fall:		\$5,898.15

PROJECT TOTAL: \$136,469.57

Payment Schedule

Schedule	Total Price
April	\$19,495.65
May	\$19,495.65
June	\$19,495.65
July	\$19,495.66
August	\$19,495.65
September	\$19,495.66
October	\$19,495.65
	<hr/>
	\$136,469.57

Terms & Conditions

By _____

Tim Flanagan

Date 12/27/2022

**Sustainable Landscapes Colorado,
LLC**

By _____

Date _____

Southlands

**INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MAINTENANCE SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 15th day of November, 2022, effective as of January 1, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEESEN LANDSCAPE MANAGEMENT, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof or (ii) December 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the

Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or

any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within **Exhibit F** to “Owners” shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The

District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the

Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement,

the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Southlands Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Attention: Ann Finn
Phone: (303) 987-0835
Email: afinn@sdmsi.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Keesen Landscape Management, Inc.

3355 South Umatilla Street
Englewood, CO 80110
Attention: Shane Chisholm
Phone: (303) 761-0444
Email: SChisholm@keesenlandscape.com

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

25. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

35. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this

Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

36. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

37. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Landscaping
Maintenance Services with Keesen Landscape Management, Inc., dated November 15, 2022***

CONTRACTOR:
KEESEN LANDSCAPE MANAGEMENT,
INC., a Colorado corporation



SHANE CHISHOLM

Printed Name

BRANCH MANAGER

Title

STATE OF COLORADO)

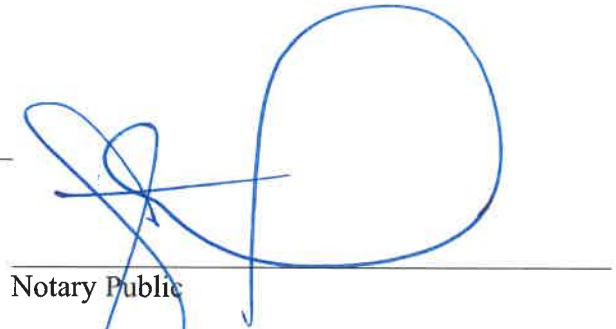
COUNTY OF Arapahoe)

ss.

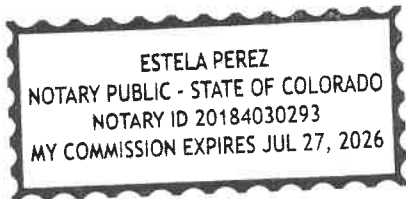
The foregoing instrument was acknowledged before me this 1 day of February, 2023, by Shane Chisholm, as the branch manager of Keesen Landscape Management, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 7/27/2026



Notary Public



Contractor's Signature Page to Independent Contractor Agreement for Landscape Maintenance Services with Southlands Metropolitan District No. 1, dated November 15, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



(303) 761-0444
(303) 761-4366 FAX
www.keesenlandscape.com

Landscape Maintenance Agreement

January 31, 2023

Contract No. - 91953

Southlands Metropolitan District No. 1
c/o Special District Management Services
141 Union Blvd., STE 150
Lakewood, CO 80228

~~This is an Agreement between Keesen Landscape Management, Inc., ("Keesen"), 3355 South Umatilla Street, Englewood, CO 80110, and Southlands Metropolitan District No. 1 - c/o Special District Management Services ("Client"), 141 Union Blvd., STE 150, Lakewood, CO 80228. This Agreement shall commence on January, 1, 2023 and conclude on December, 31, 2023.~~

Scope

~~Landscape and grounds maintenance as outlined in this Agreement.~~

General Requirements

~~Keesen shall furnish all labor, materials and equipment necessary to perform operations in accordance with the scope of work.~~

- ~~1. Coordination between Keesen and the Client shall be required.~~
- ~~2. Keesen shall be responsible for any damages to the grounds caused by its workforce while performing the requirements of these specifications herein. Labor and materials for the repair or replacement of these damages shall be provided and borne by Keesen.~~
- ~~3. Keesen reserves the right to an arbitration hearing with the Client on questionable damage.~~
- ~~4. Keesen will comply with all federal, state and local licensing requirements.~~
- ~~5. Due to a change in Colorado's Department of Agriculture Rules and Regulations (Rule 9.04), we are now required to have written permission from our customers to communicate VIA Electronic means about pesticide applications. Electronic communication will take the form of one or more of the following: Voice mail, Email, text or fax. By signing this contract or addendum you are agreeing to electronic communication.~~

Subcontractors

~~Keesen is responsible for the fulfillment of this Agreement and may occasionally use qualified subcontractors to complete certain items.~~

Modification or Amendment

~~This Agreement constitutes the entire understanding between the Client and Keesen and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.~~

Termination

Keesen shall be responsible for the performance of all service items unless the Client provides notice of cancellation of a specific service prior to its completion by Keesen, or Keesen has placed the account on hold. Cancellation of a single service will not have any effect upon the status of any other remaining uncompleted services.

Either party may terminate this Agreement by notice in writing to the other party at the respective address herein stated. Notice is to be given at least thirty (30) days prior to the effective date of such termination. Non-payment as agreed to by contractual agreement may constitute immediate cancellation. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before the date of termination. In the event of prepayment of services or materials not performed, refund will be due and payable on termination date.

Insurance

During the term of this agreement, Keesen shall at all times be covered by commercially reasonable general liability, automotive and workers compensation insurance. Evidence of coverage shall be provided upon the Client's request.

Force Majeure and Delays

Keesen's obligations under this Agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Keesen), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of Keesen. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this Agreement.

Primary Maintenance

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 7 to 14 days in April and October depending on growth and weather conditions. Grass clippings will be mulched and not caught or removed from turf areas unless deemed necessary by Maintenance Contractor.

TRIMMING - Turf areas will be string trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks twice monthly from May through September and once monthly in April and October. Curbs will be edged approximately one time per month from April through October.

BLOWING - Debris from turf maintenance operations will be blown off sidewalks and curbs adjacent to landscape areas.

SUMMER POLICING - Landscape areas will be policed for loose trash and debris during mowing services. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be:

maintained in their proper areas.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

TREE RINGS - To protect tree bark from mowing and trimming operations, trees in manicured turf areas will be chemically ringed to control grass and weeds adjacent to tree trunks.

Spring Clean-Up

Clean-up of landscape areas will be performed one (1) time in the Spring. This may include pine needle and leaf clean-up, edging, mowing and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

Fall Clean-Up

Beginning in October, leaves in turf areas will be collected or mulched during mowing visits. When applicable, usually starting in November, leaf clean-up will be performed approximately every 14 days over all manicured landscape areas. This includes blowing out bed areas and may include areas adjacent to manicured landscaping. Depending on weather, this service will be performed until completed or through the Agreement end date.

Spring Aeration

Spring core aeration will be performed on all turf areas with plugs being left to break down on their own.

Fall Aeration

Fall core aeration will be performed on all turf areas with plugs being left to break down on their own.

Summer Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Winter Pruning

Timing of pruning may vary by plant species.

During the dormant season, select shrubs under ten feet (10') will be pruned to promote plant health and

aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by ~~Maintenance~~ Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Ornamental Grass Cutting

Ornamental grasses will be cut one (1) time per year, typically in late winter, to approximately one quarter of the existing height. For year-round agreements, select grasses may be cut if they become damaged by snow or hinder pedestrian or vehicle traffic.

Bed Pre-Emergent

Pre-emergent will be applied to bed areas to aid in controlling weed growth.

Bed Fertilization

Dedicated Day Porter

Dedicated individual to complete tasks as assigned by Metro District Monday thru Friday for a total of 40 hours per week from April through October.

Detention Pond Maintenance

Cleaning of Forebays of detention ponds.

Tree Wrap

Tree wrap is installed to help prevent sun scald during the winter months. Select deciduous trees, based on size and species, will have the trunk wrapped from the ground to the first crotch in the fall. Tree wrap will then be removed in the spring.

Native Mowing Area 1 (native mow crew)

Mowing of targeted native areas per ~~Maintenance~~ Agreement using tractors, mowers or other equipment deemed appropriate by the ~~Maintenance~~ Contractor.

Irrigation Activation

The ~~Maintenance~~ Contractor will activate the irrigation system in the spring as weather conditions allow. The irrigation system will be checked and adjusted as necessary and controllers programmed for early season watering needs. Activation does not include labor or materials for repairs, these items will be billed at \$68.00 per man-hour plus materials.

Irrigation Winterization

Winterization of the irrigation system will be performed in the Fall, typically in October or November

depending on weather. Forced air will be used to void the system of water.

Exterior backflow wrapping or draining is not included and will be performed as necessary according to weather conditions at \$50.00 per device.

Backflow removal and storage is not included unless otherwise mentioned in this Agreement. Winterization does not include labor or materials for repairs, these items will be billed at \$68.00 per man-hour plus materials.

Irrigation System Checks

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure proper operation, adjust spray patterns and maintain controller programming to seasonal needs. Dedicated irrigation technician will be onsite Monday through Friday for a total of 40 hours a week from April through October. All necessary irrigation repairs will be \$68.00 per man-hour plus materials unless specified differently in this Agreement.

Turf Care Applications

Slow release turf fertilizer and broadleaf weed pre-emergent application to targeted turf area(s) in the spring per Maintenance Agreement.

2023 CONTRACT SUMMARY

INCLUDED SERVICES	TOTAL COST
Primary Maintenance	\$48,969.44
Spring Clean-Up	\$3,066.96
Fall Clean-Up	\$12,267.86
Spring Aeration	\$1,534.00
Fall Aeration	\$1,534.00
Summer Pruning	\$5,452.73
Winter Pruning	\$2,112.24
Ornamental Grass Cutting	\$3,871.92
Bed Pre-Emergent	\$3,432.00
Bed Fertilization	\$855.92
Dedicated Day Porter	\$43,630.08
Detention Pond Maintenance	\$4,634.24
Tree Wrap	\$715.52
Native Mowing Area 1 (native mow crew)	\$2,726.88
Irrigation Activation	\$0.00
Irrigation Winterization	\$1,174.16
Irrigation System Checks	\$51,217.92
Slow Release Fertilizer	\$5,292.57
Broadleaf 1	\$1,690.00
Broadleaf 2	\$1,690.00
Broadleaf 3	\$1,690.16
TOTAL	\$197,558.60

BILLING SCHEDULE

SCHEDULE	SERVICE COST	TOTAL COST
January	\$16,463.22	\$16,463.22
February	\$16,463.22	\$16,463.22
March	\$16,463.22	\$16,463.22
April	\$16,463.22	\$16,463.22
May	\$16,463.22	\$16,463.22
June	\$16,463.21	\$16,463.21
July	\$16,463.22	\$16,463.22
August	\$16,463.21	\$16,463.21
September	\$16,463.22	\$16,463.22
October	\$16,463.21	\$16,463.21
November	\$16,463.22	\$16,463.22
December	\$16,463.21	\$16,463.21
TOTAL	\$197,558.60	\$197,558.60

The term of this Agreement commences on 1/1/2023 and will be in effect until 12/31/2023 and is subject to the termination clause as noted.

In consideration for performance of the services outlined in this Agreement for Southlands Metropolitan District No. 1 c/o Special District Management Services, 141 Union Blvd., STE 150, Lakewood, CO 80228. Client agrees to submit timely payments according to the above billing schedule. Payments are to be made on or before the first day of each month. Time and material charges are billed separately as incurred for payment.

The account is considered past-due 30 days after the billing date. All balances 30 days or more past due are subject to a service charge of two percent (2%) per month (twenty-four percent <24%> per year). If reasonable attempt to negotiate fail, Client hereby agrees to pay all reasonable attorneys' fees, court costs, and any other expenses of collection incurred by Keesen.

We, the undersigned, agree to the terms and conditions as set forth by this Agreement between Southlands Metropolitan District No. 1 and Keesen Landscape Management, Inc.

By _____
Shane Chisolm

Date 1/31/2023

Keesen Landscape Management, Inc.

By _____

Print _____

Date _____

Authorized Representative for

**Southlands Metropolitan
District No. 1**

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Keesen Landscape Management, Inc.

is a

Corporation

formed or registered on 03/01/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871239198 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/24/2023 that have been posted, and by documents delivered to this office electronically through 01/26/2023 @ 13:05:11 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/26/2023 @ 13:05:11 in accordance with applicable law. This certificate is assigned Confirmation Number 14645418



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TMB SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES.
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

CONTRACTOR RULES AND REGULATIONS

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No aerial shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or its employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Oversized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not burn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No handwritten signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early to the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.

INDEPENDENT CONTRACTOR AGREEMENT
(FLORAL HANGING BASKET MAINTENANCE SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of January, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ECOGREEN LANDSCAPE, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof or (ii) December 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within **Exhibit F** to “Owners” shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or

employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the

required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2)

years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and

after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Southlands Metropolitan District No. 1 c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, CO 80228 Attention: Ann Finn Phone: (303) 987-0835 Email: afinn@sdmsi.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint Waldron, Esq. Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
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Contractor:	Ecogreen Landscape, LLC PO BOX 1794 Commerce City, CO 80037
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Attention: Sandra Villegas
Phone: (303) 304-3210
Email: sandra@ecogreenlandscape.net

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

25. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays

caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall

give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

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35. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

35. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Floral Hanging Basket
Maintenance Services with Ecogreen Landscape, LLC , dated January 9, 2023*

CONTRACTOR:

ECOGREEN LANDSCAPE, LLC, a Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as the _____ of Ecogreen Landscape, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Floral Hanging Basket Maintenance Services with Southlands Metropolitan District No. 1, dated January 9, 2023

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Proposal

PO BOX 1794
Commerce City, Co 80037
 Phone:(303)304-3214



Date: 1/16/2023
Estimate # 11068
Customer ID: Southlands

Proposal For:

Ann Finn
 Phone: (303)842-1535
afinn@sdmsi.com

Estimate valid until: 1/26/2023
Prepared by: Sandi

Scoop of Work: Each bed is listed with corresponding number on the map. All pricing will include maintenance, removing the death heading and fertilize for the flowers/plants grow big a healthier look.				
Quantity	Description	Unit Price	Taxable?	Amount
1	Hand watering and deadheading, deweeding all floral baskets. The crew of 3 people will spend 4 hours a day Monday thru Sunday working on flower baskets on watering, deweeding, deadheading and maintaining floral season. Providing the flowers the care they need to bloom thru the season. This will include the bloom booster and fertilizer through the season twice per month.		No	\$ 87,550.00
1	312 Qty 20" -Hanging Baskets - Installation Only.		No	\$ 85,319.52

Subtotal	\$ 172,869.52
Tax Rate	
Sales Tax	
Other	
TOTAL	\$ 172,869.52

If you have any questions or concerns on this proposal, please contact me at (303)718-2013 cell or (303)304-3210 office. To accept this Proposal, please sign and date where is indicated and email to sandra@ecogreenlandscape.net

If you are needing any updates feel free to reach me at anytime. Thank you for working with Ecogreen Landscape, LLC. We appreciate the opportunity and look forward in earning Business with Southlands Shopping Center and bring the services to you.

Thank you for your business!

<u>X</u>	<u>X</u>
Ann Finn	Date

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Ecogreen Landscape, LLC

is a

Limited Liability Company

formed or registered on 10/05/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181794934 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/24/2023 that have been posted, and by documents delivered to this office electronically through 01/26/2023 @ 14:01:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/26/2023 @ 14:01:17 in accordance with applicable law. This certificate is assigned Confirmation Number 14645795 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES..
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

CONTRACTOR RULES AND REGULATIONS

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No aerial shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or it's employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Oversized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not burn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No handwritten signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early to the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(LIGHTING SERVICES)**

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Second Amendment**”), is entered into as of the 15th day of November, 2022, to be effective January 1, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KDM INDUSTRIES LLC d/b/a FULL SPECTRUM LIGHTING, INC., a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Lighting Services)*, dated September 21, 2021, as amended by the *First Amendment to Independent Contractor Agreement (Lighting Services)*, dated August 16, 2022 (collectively, the “**Agreement**”); and

WHEREAS, the Agreement sets forth the services to be completed and the compensation schedule therefore; and

WHEREAS the Parties desire to amend the services and compensation schedule in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby amend and restate in its entirety the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in **Exhibit A** attached hereto and incorporated by reference. This Second Amendment shall be effective on January 1, 2023.

2. PRIOR PROVISIONS EFFECTIVE. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Second Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Second Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

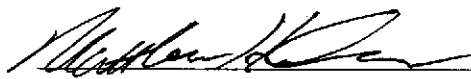
ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:
KDM INDUSTRIES LLC d/b/a FULL
SPECTRUM LIGHTING, INC., a Colorado
limited liability company



Matthew Holmes
Printed Name

Owner / Partner
Title

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services shall include lighting services as approved by the District pursuant to written work orders executed by an authorized representative of the District and the Contractor.

- Contractor will maintain lighting within the District's boundaries. Contractor will complete a night drive within twenty-four (24) hours of the District's request. Contractor will report what known issues exist on written work orders, including recommended parts to be ordered. Contractor will return the week following a night drive to repair any lighting issues found.
- Contractor's standard hours of operation are 8:00A.M.-5:00P.M. MST.
- Contractor is available for emergency services; Contractor's on-call tech shall arrive within four (4) hours of receiving call for emergency services from the District's representative.
- Contractor's compensation rates are as follows:

Night Drive: \$100.00 billed monthly
Electrical Repairs: \$90.00 billed hourly
Mobile Welding: \$175.00 billed hourly
Labor: \$ 75.00 billed hourly
Service call: \$65.00 fee in addition to hourly rates
Emergency rate is time and a half hourly rate

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(STREET SWEEPING)**

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Second Amendment**”), is entered into as of the 26th day of January, 2023, effective as of January 3, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and COMMON AREA MAINTENANCE SERVICES, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into that certain *Independent Contractor Agreement (Street Sweeping)*, dated January 1, 2022, as amended by the *First Amendment to Independent Contractor Agreement (Street Sweeping)*, dated July 18, 2022 (collectively, the “**Agreement**”); and

WHEREAS, the Agreement sets forth the services to be completed and the compensation schedule therefore; and

WHEREAS, the Parties desire to amend the services and compensation schedule in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby amend and restate in its entirety the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in **Exhibit A** attached to hereto and incorporated herein by this reference. This Second Amendment shall be effective as of January 3, 2023.

2. PRIOR PROVISIONS EFFECTIVE. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Second Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Second Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:
COMMON AREA MAINTENANCE
SERVICES, LLC, a Colorado limited liability
company

Printed Name

Title

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Service Proposal



PROPOSAL SUBMITTED TO: Special District Management Services, Inc.
ADDRESS: Southlands Metropolitan District No. 1
141 Union Boulevard, Ste 150
Lakewood, CO 80228

CONTACT: Ann Finn
PHONE: 303-987-0835
EMAIL: afinn@sdmsi.com

DATE: Tuesday, January 03, 2023
JOB NAME AND ADDRESS: Southlands Shopping Center / Metro District
(E. Smoky Hill & Main St., Aurora, CO 80016)
2023 calendar year

Power Sweeping	\$1,365 /mth
-----------------------	---------------------

Sweep and detail (power blow) drive lanes, inside and outside curb lines and all corners.

Power Sweeping includes the following;

- 3x /week service – between 11:pm – 7:am
 - Tuesday night – into Wednesday morning
 - Friday night – into Saturday morning
 - Saturday night - into Sunday morning
- All labor and equipment necessary to complete the above specification.
- Equipment used will be capable of removing all trash, debris, and sand by means of air vacuum with dust control.
- All areas not accessible to mechanical equipment will be blown free of trash and debris by hand held blowers.
- All trash, debris, and sand will be disposed of offsite unless otherwise agreed upon.
 - *no dumping available onsite*
- Service schedule to be agreed upon by both parties.
- Additional work will be at an additional cost.

Southlands Metropolitan District Roads to include;

- East Orchard Rd.
- Prospect Avenue
- South Central Street
- South Southlands Parkway
 - (Includes Main Street Shops and Parking (South Main Street & East Commons Avenue).
- Refer to map (attached)

This pricing assumes contracts with both the Power Center and Town Center portions of Southlands, as well as, Southlands Metro District.

Page 1 of 2

initial

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3-5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax

Brooke Cowdrey – 303-265-1018 Cell – brooke@camcolorado.com
2525 W. 64th Avenue • Denver Colorado 80221 • 303 295-2424 • 303 295-2436 Fax • www.camcolorado.com
Power Sweeping • Snow Removal • Temporary Fence • Property Maintenance • Power Washing • Tenant Finish • Day Porter
Power Scrubbing • Building Maintenance • Construction Clean-Up • Debris Removal • Construction Demo



Page 2 of 2

Initial

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.
All services in Denver County subject to Denver County Tax

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 Power Scrubbing • Building Maintenance • Construction Clean-Up • Debris Removal • Construction Demo

**INDEPENDENT CONTRACTOR AGREEMENT
(PEST CONTROL SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 15th day of November, 2022, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ANIMAL & PEST CONTROL SPECIALIST, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof or (ii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within **Exhibit F** to "Owners" shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without

detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the

Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement,

the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Southlands Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Attention: Ann Finn
Phone: (303) 987-0835
Email: afinn@sdmsi.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Animal & Pest Control Specialist, Inc.

3800 E 64th Ave.
Commerce City, CO 80022
Attention: Ronnie Purcella
Phone: (303) 987-0842
Email: ronnie.purcella@animal-pestcontrol.com

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

25. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed

as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

35. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

35. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Pest Control Services with
Animal & Pest Control Specialist, Inc., dated November 15, 2022*

CONTRACTOR:
ANIMAL & PEST CONTROL SPECIALIST,
INC., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2023, by _____, as the _____ of Animal & Pest Control
Specialist, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Pest Control Services
with Southlands Metropolitan District No. 1, dated November 15, 2022*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services shall include pest control services pursuant to work orders approved and executed by an authorized representative of the District and the Contractor. The Compensation Schedule shall be detailed pursuant to such work order approved and executed by an authorized representative of the District and the Contractor.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AN ANIMAL & PEST CONTROL SPECIALIST, INC.

is a

Corporation

formed or registered on 11/21/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971187507 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/24/2023 that have been posted, and by documents delivered to this office electronically through 01/26/2023 @ 13:19:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/26/2023 @ 13:19:04 in accordance with applicable law. This certificate is assigned Confirmation Number 14645538 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES..
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

CONTRACTOR RULES AND REGULATIONS

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No aerial shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or its employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Oversized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not burn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No handwritten signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early to the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.



September 21, 2022
Michelle Gardner
SDMSI
141 Union Blvd #150
Lakewood, Co 80228
303-987-0835
mgardner@sdmsi.com

Re; Southland's mall Pond area

Thank you for your vested interest in our services. Animal & Pest Control Specialist Inc., provides excellent service in the removal of nuisance wildlife from commercial and residential properties. All the technicians possess and carry licenses issued by the Colorado Department of Agriculture. The owner also carries and possesses a license issued by Colorado Parks and Wildlife. Animal & Pest Control Specialist Inc., provides over 31 years of experience diagnosing and presenting long-term solutions for your wildlife and general pest control issues.

The pond area will require both WATER FLUSHING and FUMITOXIN.

Due to the location of this piece of property the signs for Fumitoxin will probably not be an issue as they have not been in the past.

The cartridges we have used in the past are no longer available. We must do Water flushing for any holes within 110 feet of a building. We will treat up to 10 minutes per hole with water flushing and if the prairie dog does not emerge, we will move to another hole and shovel this one. If it reopens then we will re-flush this hole next month only up to 15 minutes for that hole. Unfortunately, water flushing takes 10 times longer than the cartridges did

APCS cost

1. WATER FLUSHING and or FUMITOXIN at nighttime each night your cost will be \$4,000.00 retreatments will be required
2. APCS believes this will take 3 nights for the initial treatment. Then monthly treatments at 1 night to keep it under control

For ALL Individual Home Owners Payment Is Due At Time Of Service.

For All Commercial Work Payment Must Be Paid Within 30 (Thirty) Days From Date Of Billing Or There Will Be Late Charges Assessed. In Addition To Late Charges, A 1.8% Interest Charge Will Be Assessed Until Complete Payment Is Received

- This quote is being submitted with our current insurance in place at this time, any additional requested insurance will be an additional cost.
- All Prices Applicable For 30 (Thirty) Days From The Above Date

- APCS Carries General liability insurance of \$1,000,000 X \$2,000,000 and a \$2,000,000.00 umbrella
- Any Change In The Scope May Change The Agreed Contract Price
- All Changes Must Be In Writing And Approved By RONNIE PURCELLA WITH APCS Management

Please return the “**signed**” agreement to Ronnie Purcella at:

- ronnie.purcella@animal-pestcontrol.com to schedule this job.
- If you have any questions, please feel free to call, Ronnie @ 720-971-0995

_____ / _____ /2022
Customer’s Signature **Date**

Thank You for entrusting your business to our Company. It is our pleasure to serve you with your wildlife and pest control issues.

Ronnie Purcella, Owner
 Animal & Pest Control Specialist, Inc.

3800 E 64th Ave Commerce City, Colorado 80022
 Phone 303-987-0842 Fax 303-431-4968

Work Order No. 1 to Independent Contractor Agreement for pest control services dated November 10, 2022 (the “Agreement”). The Parties agree that all terms and conditions of the Agreement shall apply to this Scope of Services set forth in the Work Order.

Contractor: _____ Date: _____

District _____ Date: _____



September 21, 2022
Michelle Gardner
SDMSI
141 Union Blvd #150
303-987-0835
mgardner@sdmsi.com

Re: Southlands mall Aurora Parkway corridor

Thank you for your vested interest in our services. Animal & Pest Control Specialist Inc., provides excellent service in the removal of nuisance wildlife from commercial and residential properties. All the technicians possess and carry licenses issued by the Colorado Department of Agriculture. The owner also carries and possesses a license issued by Colorado Parks and Wildlife. Animal & Pest Control Specialist Inc., provides over 31 years of experience diagnosing and presenting long-term solutions for your wildlife and general pest control issues.

The following bid is with water flushing. Follow up treatments are required for complete eradication and signs are not required. We are sorry to report that Cartridges are no longer available and that's why we must do water flushing on this portion. If we used Fumitoxin the signs must be placed for two days and that defeats your purpose of secrecy.

When I inspected the area, I did find activity in the middle of this section

NIGHT TIME

Your cost per treatment \$2,000.00 if we do this site separately from the pond. If we treat this site at the same time as the pond this cost will be \$500.00 per hour not to exceed \$1,500.00 per follow up service after the initial treatment.

Temperatures will dictate when we can water flush because of freezing temperatures.

For ALL Individual Home Owners Payment Is Due At Time Of Service.

For All Commercial Work Payment Must Be Paid Within 30 (Thirty) Days From Date Of Billing Or There Will Be Late Charges Assessed. In Addition To Late Charges, A 1.8% Interest Charge Will Be Assessed Until Complete Payment Is Received

- This quote is being submitted with our current insurance in place at this time, any additional requested insurance will be an additional cost.
- All Prices Applicable For 30 (Thirty) Days From The Above Date
- APCS Carries General liability insurance of \$1,000,000 X \$2,000,000 and a \$2,000,000.00 umbrella
- Any Change In The Scope May Change The Agreed Contract Price

▪ All Changes Must Be In Writing And Approved By RONNIE PURCELLA
WITH APCS Management

Please return the “**signed**” agreement to Ronnie Purcella at:

- ronnie.purcella@animal-pestcontrol.com to schedule this job.
- If you have any questions, please feel free to call, Ronnie @ 720-971-0995

_____/_____/2022
Customer’s Signature **Date**

Thank You for entrusting your business to our Company. It is our pleasure to serve you with your wildlife and pest control issues.

Ronnie Purcella, Owner
Animal & Pest Control Specialist, Inc.

3800 E 64th Ave Commerce City, Colorado 80022
Phone 303-987-0842 Fax 303-431-4968

Work Order No. 2 to Independent Contractor Agreement for pest control services dated November 10, 2022 (the “Agreement”). The Parties agree that all terms and conditions of the Agreement shall apply to this Scope of Services set forth in the Work Order.

Contractor: _____ Date: _____

District _____ Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT
(SECURITY SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 26th day of January, 2023, to be effective January 1, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES. (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District

in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof; or (ii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

- b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:
 - i. An itemized statement of the Services performed.
 - ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within **Exhibit F** to "Owners" shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority

to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires

during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall

remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements

specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Southlands Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Attention: Ann Finn
Phone: (303) 987-0835
Email: afinn@sdmsi.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor:

Universal Protection Service, LLC d/b/a Allied
Universal Security Services
7700 E. Arapahoe Road, Suite 220
Centennial, CO 80112-1268
Attention: Michael Webb
Phone: (303) 889-9029
Email: mike.webb@aus.com

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

25. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

35. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Security Services with
Universal Protection Service, LLC d/b/a Allied Universal Security Services, dated January 26,
2023*

CONTRACTOR:
UNIVERSAL PROTECTION SERVICE, LLC
d/b/a ALLIED UNIVERSAL SECURITY
SERVICES



Brian Neimeyer

Printed Name

Senior Vice President

Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as the _____ of Universal Protection Service, LLC d/b/a Allied Universal Security Services.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Security Services with Southlands Metropolitan District No. 1, dated January 26, 2023

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



Annual Cost Projection Worksheet

CLIENT COMPANY:	M&J Wilkow
PROPERTY NAME:	Southlands Metro District
DATE PREPARED:	11/25/2022

EFFECTIVE DATE:	1/1/2023
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SECTION 1: CONTRACT HOURS							
POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Assistant Account Manager	40	\$ 24.04	\$ 33.66	\$ 36.06	\$ 50.48	\$ 1,346.24	\$ 70,004.48
Security Officer	32	\$ 20.00	\$ 28.00	\$ 30.00	\$ 42.00	\$ 896.00	\$ 46,592.00
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	72					\$ 2,242.24	\$ 116,596.48

SECTION 2: TECHNOLOGY					
ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	N/A
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	N/A
WORKFORCE MANAGEMENT SYSTEMS	0	\$ -	\$ -	\$ -	N/A
LAPTOP/DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	N/A
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A
SMART PHONE WITH HELIAUS	1	\$ 150.00	\$ 150.00	\$ 1,800.00	N/A
SMART PHONE	1	\$ 95.00	\$ 95.00	\$ 1,140.00	N/A
TOTALS:	2		\$ 245.00	\$ 2,940.00	

SECTION 3: HEALTHCARE					
HEALTHCARE COVERAGE	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
Hourly Staff	0	\$ -	\$ -	\$ -	N/A
Salaried Management Staff	1	\$ 450.00	\$ 450.00	\$ 5,400.00	Billed as Incurred
TOTALS:	0		\$ 450.00	\$ 5,400.00	Estimates based on anticipated participation

SECTION 4: ADDITIONAL BENEFITS			
BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ -	\$ -	1 week after one year based on hours worked
HOLIDAY PREMIUM PAY	\$ -	\$ -	New Year's Day, President's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day
SICK PAY	\$ -	\$ -	Billed as incurred where required by law
TOTALS:	\$ -	\$ -	

SECTION 5: VEHICLES					
VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	0	\$ -	\$ -	\$ -	N/A
GOLF CART	0	\$ -	\$ -	\$ -	N/A
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	0	\$ -	\$ -	\$ -	

SECTION 6: TRAINING			
TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER			
ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
OFFICE RENT	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:	WEEKLY	MONTHLY	ANNUAL
	\$ 2,402.62	\$ 10,411.37	\$ 124,936.48

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above. Should these items be required, the cost will be billed separately. Salaried positions are shown as annual cost figures billed on 52 weeks billing inclusive of any PTO.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Universal Protection Service, LLC

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171527906 and has provided the assumed entity name for use in Colorado

Allied Universal Security Services

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/03/2023 that have been posted, and by documents delivered to this office electronically through 01/04/2023 @ 16:12:35.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/04/2023 @ 16:12:35 in accordance with applicable law. This certificate is assigned Confirmation Number 14583066.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES..
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

CONTRACTOR RULES AND REGULATIONS

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No aerial shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or its employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Oversized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not burn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No handwritten signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early to the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(SIGN INSTALLATION SERVICES)**

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**First Amendment**”), is entered into as of the 15th day of November, 2022, to be effective January 1, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and YESCO, LLC, a Utah limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Sign Installation Services)*, dated March 23, 2022 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth a termination date of December 31, 2022;

WHEREAS, the Agreement sets forth the services to be completed and the compensation schedule therefore; and

WHEREAS, the Parties to extend the termination date of the Agreement to December 31, 2023;

WHEREAS, the Parties desire Contractor to perform additional services not initially contemplated in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO TERM/RENEWAL. The parties hereby extend the termination date set forth in Paragraph 2 of the Agreement to December 31, 2023.

2. ADDENDUM TO SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby supplement the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in **Exhibit A-1** attached hereto and incorporated by reference.

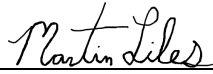
3. PRIOR PROVISIONS EFFECTIVE. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

4. COUNTERPART EXECUTION. This First Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

DISTRICT:
SOUTHLANDS METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado



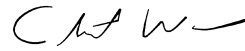
Officer of the District

ATTEST:




APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

CONTRACTOR:
YESCO, LLC, a Utah limited liability company

DocuSigned by:


Danny C. Ramirez Sr.

Printed Name
vice President

Title

EXHIBIT A-1
SCOPE OF SERVICES/COMPENSATION SCHEDULE



Agreement

For Work At

Southlands
 6155 S Main St
 Aurora CO 80016-5363
 United States

Billing Address

Martin Liles
 Southlands TC LLC
 6155 S Main St Ste 260
 Aurora CO 80016-5260
 United States

Account Executive

070108 Derrick Campbell
 dcampbell@yesco.com
 720-458-7115
 YESCO - Denver
 11220 East 53rd Avenue
 Suite 300
 Denver CO 80239
 United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
08/18/2022	PRY-41924	Southlands Main Street Display Add Extra RGB Stroke in Letters	Net 30	09/17/2022	\$3,345.89

Item	Amount
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Scope

Yesco to supply and install a second stroke of RGB modules into the "SOUTHLANDS" custom channel letters on Main Street display to increase brightness of letters.
 New LED strokes to be wired into existing RGB control. Final startup and testing with additional stroke included. Work to be performed on site.

Includes: Clean Up & Mobilization and clean up.

Exclusions: No permit related fees included. No other work included. No lane closures or traffic control included.

Project Price: \$ 6,497.00 (plus taxes and fees)

Install Custom Signage Non Taxable Amount	\$4,062.22
-----------------------------------------------------	------------

Fabricate Custom Signage Taxable amount	\$2,434.78
---------------------------------------------------	------------

Payment Terms

Unless mutually agreed to in writing by both parties, YESCO's standard payment terms are 50% deposit due at time of contract signing with balance due 30 days after substantial completion.

Subtotal	\$6,497.00
Tax Total (%)	\$194.78
Total	\$6,691.78



Invoice

Bill To

Martin Liles
 Southlands TC LLC
 6155 S Main St Ste 260
 Aurora CO 80016-5260
 United States

Ship To

Southlands
 6155 S Main St
 Aurora CO 80016-5363
 United States

Remit To

YESCO - Denver
 11220 East 53rd Avenue
 Suite 300
 Denver CO 80239
 United States

Project Number / Invoice

PRY-41924

Terms

DUE UPON ACCEPTANCE

Account Executive

070108 Derrick Campbell

Item	Amount
Down Payment Invoice for 50% (Prefunding)	\$3,345.89
Total	\$3,345.89

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date